

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004-1408

July 12, 2009

I would like to specifically object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11, that my severance payments will be terminated upon the closing date of Delphi's emergence from bankruptcy. I feel I signed a legal, enforceable CONTRACT (SEPERATION AGREEMENT) during bankruptcy.

My severance payments were provided in exchange for the waiver of certain rights, via the release of claims form that we signed. Severance payments are not a normally provided Delphi benefit, but rather a contract liability. My contract was signed by myself and Delphi on January 7, 2009. I expect that this valid/ legal/ binding contract be honored by Delphi.

In addition, your Honor, I would like to mention that salaried retirees have already been affected by health care benefit elimination, and are facing pending pension benefit reductions (transfer to PBGC) . Combined, these will cause severe economic hardships for all retirees.

Thank you for your urgent considerations in this matter.

Sincerely,



Daniel Coltoniak